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09/943,086	08/31/2001	Alan Asay	061047-0268225	8118
909	7590	08/19/2008	EXAMINER	
PILLSBURY WINTHROP SHAW PITTMAN, LLP			CALLAHAN, PAUL E	
P.O. BOX 10500			ART UNIT	PAPER NUMBER
MCLEAN, VA 22102			2137	
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			08/19/2008	PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 09/943,086	<b>Applicant(s)</b> ASAY ET AL.
	<b>Examiner</b> PAUL CALLAHAN	<b>Art Unit</b> 2137

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If no period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(o).

#### Status

1) Responsive to communication(s) filed on 13 May 2008.  
 2a) This action is **FINAL**.      2b) This action is non-final.  
 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

4) Claim(s) 1 and 57-75 is/are pending in the application.  
 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
 5) Claim(s) \_\_\_\_\_ is/are allowed.  
 6) Claim(s) 1,57-61,63-71,73 and 74 is/are rejected.  
 7) Claim(s) 62, 72, 75 is/are objected to.  
 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

9) The specification is objected to by the Examiner.  
 10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
 a) All    b) Some \* c) None of:  
 1. Certified copies of the priority documents have been received.  
 2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

1) Notice of References Cited (PTO-892)  
 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)  
 3) Information Disclosure Statement(s) (PTO/SB/CC)  
 Paper No(s)/Mail Date \_\_\_\_\_

4) Interview Summary (PTO-413)  
 Paper No(s)/Mail Date \_\_\_\_\_  
 5) Notice of Informal Patent Application  
 6) Other: \_\_\_\_\_

#### **DETAILED ACTION**

1. This Office Action is directed towards the Applicant's response filed May 13, 2008. Claims 1 and 57-75 remain pending and have been examined.

#### ***Response to Arguments***

2. Applicant's arguments filed May 13, 2008 have been fully considered but they are not persuasive.

Regarding the Williams reference:

a.) The applicant argues that claim 1 may be distinguished from the teachings of Williams et al. US 5,815,657 (henceforth Williams) by asserting that Williams fails to teach the feature recited by claim 1 of obtaining electronic signals representing a request for transactional assurance based on a transaction involving a subscriber. The Applicant argues that the cited portion of Williams: (cited to fig. 29, col. 13 line 40-col. 14 line 23) merely teaches a payment manager that that acts as a conduit for directing requests for payment from a Merchant to a customer. Yet the cited sections of Williams also teach receipt of certificate information from a customer wallet manager, which constitutes assurance of intent and an ability to pay. The Merchant makes a request for payment authorization, which reads on a reasonably broad interpretation of the claim language of a request for transaction assurance.

b.) The Applicant argues that there is no teaching in Williams of making a determination of whether to provide the requested transactional assurance based on at least the subscriber assurance, as is recited in claim 1. Yet the Payment manager will

not provide payment authorization if there is no receipt of a certificate message from the consumer. This reads on a reasonably broad interpretation of the claim language of a "determination".

c.) The Applicant argues that Williams also fails to disclose issuing electronic signals representing transactional assurance to a relying party as recited in claim 1. The applicant asserts that Williams cannot be construed to teach such since the payment manager is not configured to make a determination as to the authenticity of the client's certificate. Such a feature is not found in the applicant's claim language, and such was not asserted by the Examiner to be a feature of Williams. The Payment manager of Williams will not authorize payment absent receipt of the customer's certificate. Additional support for this anticipation rejection is found in col. 13 lines 47-50 where Williams describes the functions of the payment manager as communicating with the consumer to authorize and complete the payment request from a merchant. Williams separates these steps of authorization and payment, and as such the authorization step reads on the claim language of "assurance". It is the customer providing the assurance in Williams, not the payment manager, by virtue of authorizing the transaction, sending a certificate in support of such. The applicant's attention is called also to fig. 5 elements 575, 576 where a message (hence electronic signals) representing payment authorization is sent to the merchant. This reads on an assurance message (electronic signals) being sent.

d.) The applicant asserts that Williams fails to teach creating a reliance request message specifying at least one aspect of the transaction, as recited by claim 63. The

Examiner again maintains that the payment request received by the payment manager reads on a reasonably broad interpretation of the claim language since the payment request message does contain information regarding at least one aspect of the transaction. Fig. 5 element 540 shows such a payment request message containing, for example, a Goods and Services Order (GSO).

Regarding the Donner reference:

a.) The Applicant argues that Donner fails to teach each of the limitations of claim 1. However, Donner was only used in the rejection of claim 1 to teach the feature of a transactional financial assurance that is not a payment request or a payment authorization of the transaction itself. However, in the cited portions of Donner: (Abstract, page 2 lines 55-58, page 3 lines 9-13) where financial assurance in the form of available credit data is ascertained prior to completion of a financial transaction is obtained.

#### **Claim Rejections - 35 USC § 103**

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

*(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.*

4. Claims 1, 57-61, 63-71, 73, and 74 are rejected under 35 U.S.C. 103(a) as being unpatentable over Williams et al., US 5,815,657, and Donner et al., European Patent Application, Publication Number: 0 512 702 A2, Published on November 11, 1992.

As for claim 1, Williams et al. teaches a method of managing reliance in an electronic transaction system (Abstract) the method comprising: obtaining electronic signals representing subscriber assurance of an attribute of a subscriber to the system (fig. 29), the subscriber assurance issued by a certification authority (fig. 30, col. 11 lines 30-37, col. 36 lines 63-67, col. 37 lines 1-12): obtaining electronic signals representing a request for transactional assurance based on at least the subscriber assurance based on a transaction involving the subscriber (col. 13 line 40 through col. 14 line 23: the Payment Manager receives the request for transactional assurance (i.e., authorization to pay or payment) from the merchant, and receives certificate information from the user (user's wallet manager)); determining whether to provide the requested transactional assurance, based on at least the subscriber assurance (col. 13 line 40 through col. 14 line 23: the Payment Manager receives the request for transactional assurance (i.e., authorization to pay or payment) from the merchant, and receives certificate information from the user (user's wallet manager)) ; and, depending on the said determining, issuing electronic signals representing transactional assurance to the relying party (fig. 34: Payment Window). Williams fails to teach a transactional financial assurance that is not a payment request or a payment authorization of the transaction itself. However, Donner does teach this step (Abstract, page 2 lines 55-58, page 3 lines

9-13). Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to incorporate this step into the system of Williams. It would be desirable to do so as such an assurance prevents extraneous payment authorization or payment requests from being transmitted.

As for claim 57, Williams teaches the method of claim 1, wherein the subscriber assurance comprises (a) an identification assurance of the identity of the subscriber, or (b) an authorization assurance of authorization of the subscriber, or (c) both (a) and (b) (col. 13 line 41 through col. 14 line 6: Payment Manager receives a user certificate containing I.D. information).

As for claim 58, Williams teaches the method of claim 1, wherein the subscriber assurance comprises electronic signals representing a certificate (col. 13 line 41 through col. 14 line 6: Payment Manager receives a user certificate containing I.D. information).

As for claim 59, Williams teaches the method of claim 1, wherein the determining is based also on information provided by the relying party (col. 13 line 41 through col. 14 line 6: Payment Manager receives a user certificate containing I.D. information and certificate information from the Merchant).

As for claim 60, Williams teaches the method of claim 1, wherein the request for transactional assurance comes from the relying party (col. 13 lines 40-53: Merchant payment request also contains financial assurance information such as the merchant certificate sent to the payment manager).

As for claim 61, Williams teaches the method of claim 1, wherein the request for transactional assurance includes a request for a guarantee of an aspect of the transaction and comprising (col. 13 lines 40-50: Merchant sends transaction details and his certificate): validating information in the request for transaction financial assurance to determine whether to provide the guarantee for the aspect of the transaction (col. 16 lines 19-25: Merchant is verified); and sending electronic signals representing an indication of whether the aspect of the transaction will be guaranteed (col. 16 lines 19-25: a message is sent as to whether Merchant is verified or not, and therefore whether payment will be made or not).

Claims 63-71, 73 and 74 are directed towards a computer program that directs a computer to carry out the method steps of claims 1 and 57-61. Claims 63-75 contain substantially the same limitations as claims 1 and 57-62. Therefore claims 63-75 are rejected on the same basis as claims 1 and 57-61.

***Allowable Subject Matter***

5. Claims 62, 72, and 75 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

***Conclusion***

6. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

7. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Paul E. Callahan whose telephone number is (571) 272-3869. The examiner can normally be reached on M-F from 9 to 5.

If attempts to reach the examiner by telephone are unsuccessful, the Examiner's supervisor, Emmanuel Moise, can be reached on (571) 272-3865. The fax phone

number for the organization where this application or proceeding is assigned is: (571)  
273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

/Paul Callahan/  
August 15, 2008

/Emmanuel L. Moise/  
Supervisory Patent Examiner, Art Unit 2137